

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

CANADIAN NATIONAL RAILWAY	:	
COMPANY, a Canadian Corporation	:	
	:	
Plaintiff,	:	CASE NO.
	:	
vs.	:	CIVIL ACTION
	:	
AEGIS TRADING & SHIPPING	:	COMPLAINT
COMPANY	:	
	:	
Defendant .	:	

Plaintiff, Canadian National Railway Company, (hereinafter "CN") by way of Complaint against defendant, AEGIS TRADING AND SHIPPING COMPANY, says:

1. The Court obtains jurisdiction in this matter pursuant to 28 USCA 1337 (a) and 49 USCA 10743(a) being a suit for interstate freight and transportation charges.

2. Plaintiff CN is a Canadian Corporation with its principal place of business at 935 de La Gauchetiere St. West, Montreal, Quebec, Canada. CN does business throughout Canada and in several states in the United States.

3. Plaintiff and its connecting carriers at all times mentioned were common carriers by railroad engaged in interstate commerce and doing business in the United States and Canada.

4. Defendant, **AEGIS TRADING AND SHIPPING COMPANY** is a **Delaware Corporation** (hereinafter "AEGIS") involved in the shipment of distillers mash between Mexico and the United States with corporate headquarters and principal place of business at 2021 Midwest Road, Suite 200, Oak Brook, Illinois 60523-1370

5. The subject matter of this action stems from charges assessed under CN Tariff No. 710700-AA for the movement of distillers mash between Illinois and Mississippi by the Canadian National Railway Company. The Tariff is annexed hereto as Exhibit "A".

6. At times between December, 2012 and 2014, CN performed the services noted in paragraph 5 above as noted in Exhibit "B" annexed to this Complaint.

7. Pursuant to this tariff, there accrued to CN charges for these services in the sum of **\$23,310.84** US Dollars which remains unpaid at this time. A listing of the charges and the amount due for each invoice is attached hereto as Exhibit "B."

8. These charges were billed and payment demanded for the services rendered by CN to Aegis's headquarters from where the bills have always been disputed and/or paid; however, the defendant has failed and refused to pay or the bills noted in this Complaint.

**WHEREFORE**, plaintiff CN demands that judgment against the defendant, AEGIS TRADING AND SHIPPING COMPANY, be entered on this Complaint in the amount of **\$23,310.84** in US Dollars, **plus any additional charges that may be due at the time of hearing**, together with prejudgment interest from the date of service, and for costs and disbursements of the Complaint.

DATED: 07/18/14

By: s/ John Weaver, Jr.  
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